Mass. 415, 34 N. E. 657, 38 Am. St. Rep. 430, held that an estate by the entirety may exist in personal property. This case, however, was decided by an almost equally divided court.

INSANE PERSONS—POWERS OF COMMITTEE.—S. and T. were the committee of a lunatic. S. gave his consent to an adjoining land owner to underpin a party wall. In an action to compel the removal of a portion of this underpinning which encroached on the lunatic's land, *held,* that a committee of a lunatic is authorized within the limits of his trust to bind the lunatic by acts clearly for his benefit. *Sharpless et al.* v. *Boldt et al.* (1907), — Pa. —, 67 Atl. Rep. 652.

The decision in the principal case seems to be upheld in those states where the committee has power to lease the lunatic's lands. *Pierce's Appeal,* 13 Wkly. Notes Cas. (Pa.) 306. The following cases limit the committee's power to lease only for the life of the lunatic. *De Treville* v. *Ellis,* 1 Bailey Eq. (S. C.) 35, 21 Am. Dec. 518; *Campau* v. *Shaw,* 15 Mich. 226. That a portion of an estate covered by a mortgage may be released, see *Pickersgill* v. *Read,* 5 Hun (N. Y.) 170. That the committee may sell the lunatic's personal property, see *Spaulding* v. *Bullock,* 206 Pa. St. 224, 55 Atl. 965. On the other hand, the following cases hold that a committee has no power to make a lease without leave from the court. *Foster* v. *Marchant,* 1 Vern. 262; *Knipe* v. *Palmer,* 2 Wils. 130; *Alexander* v. *Buffington,* 66 Iowa 360, 23 N. W. 754; *Kent* v. *West,* 33 App. Div. (N. Y.) 112, 53 N. Y. S. 244; *Treat* v. *Peck,* 5 Conn. 280. That a lunatic cannot be prescribed against except in cases specially provided by law, see *Espinola* v. *Blasco,* 15 La. Ann. 426; *Sallier* v. *St. Louis W. & G. Ry. Co.,* 114 La. 1090, 38 So. 868. The guardian has no power, as such, to engage in business for, or by transfer to bind the estate of, a lunatic, nor can the probate court confer such power. *Michael* v. *Locke,* 80 Mo. 548; *Western Cement Co.* v. *Jones et al.,* 8 Mo. App. 373.

INSURANCE—ACCIDENT—SPECIAL INDEMNITIES—CONSTRUCTION OF POLICY.—The insured held an accident policy in the defendant company, which contained a "Special Indemnities" clause reading as follows: "This policy does not exclude indemnity for loss by accident as herein provided, caused or contributed to, wholly or partly, directly or indirectly, by sunstroke, freezing, gas, * * * * racing, shooting, intoxicants, * * * *; but in any such event the liability of the company shall be one-half the amount of the ordinary accident indemnity specified for such loss." Insured was shot and killed by burglars. *Held,* under the "Special Indemnities" clause death by shooting is an accident for which the beneficiary can recover but one-half of the policy. *Bader* v. *New Amsterdam Casualty Co.* (1907), — Minn. —, 112 N. W. Rep. 1065.

The case is exceptional in at least one respect: the "special indemnities" clause is but infrequently found. The plaintiff, by the application of the rule of construction that cases of doubt or ambiguity should be resolved in favor of the insured, and the rule "Noscitur a sociis," attempts to bring the case within that class of cases which "hold in effect that an exception of certain

classes of accidents out of the terms of a policy of insurance that insures expressly against accidents only, covers nothing but what is *intentionally and consciously* brought about by the insured, and, therefore, consequently that is not an accident." *Pref. Acc. Ins. Co.* v. *Robinson,* 45 Fla. 525, 534, 33 So. 1005. Upon the proposition summarized in the Florida case there is a decided conflict. *Fidelity & Cas. Co.* v. *Waterman,* 161 Ill. 632, 44 N. E. 283, 32 L. R. A. 654, gives the view that such exceptions refer to voluntary or intelligent acts. See also: *Ins. Co.* v. *Dunlap,* 160 Ill. 642, 43 N. E. 765, 52 Am. St. Rep. 355; *Menneiley* v. *Ins. Corporation,* 148 N. Y. 596, 43 N. E. 54, 31 L. R. A. 686. *Contra: Richardson* v. *Travellers' Ins. Co.,* 46 Fed. 843; *Early* v. *Standard Co.,* 113 Mich. 58, 67 Am. St. Rep. 445. The principal case, however, can be kept clear of this tangle. Upon close examination the "special indemnities" clause does not seem to be uncertain or ambiguous. The shooting referred to plainly means shooting in the ordinary sense, and the terms of an accident policy should be understood in their plain, ordinary, and popular sense. *U. S. Mutual Acc. Ass'n.* v. *Newman,* 84 Va. 52, 3 S. E. 805.

INSURANCE—FIRE—ORAL CONTRACT—STATUTE OF FRAUDS.—Appellee owned property known as the "Wilson property," on which she had $1,000.00 insurance in the appellant company, good from September 20th, 1904, to September 20th, 1907. In October, 1904, she traded this property for the "Gant property," and sought to have the policy on the former transferred to cover the latter. The agent refused to do this, but agreed to issue a policy on the Gant property for the unearned portion of the premium on the Wilson residence. In 1905 the Gant house was destroyed by fire. It then appeared that the agent had transferred the Wilson policy to one Tapscott, to whom the property had been traded. The evidence of Tapscott and appellee's two sons showed conclusively that this had not been contemplated by the parties. *Held,* there was an oral contract here and appellee is entitled to recover. *American Central Ins. Co.* v. *Leake* (1907), — Ct. App. Ky. —, 104 S. W. Rep. 373.

Oral contracts of insurance are very infrequent, and the case is of interest as showing how they may possibly arise. Although the rule is otherwise at the present time, the validity of the oral contract has been questioned in early decisions: *Lindauer* v. *Delaware Mut. Ins. Co.* (1853), 13 Ark. 461; *Spitzer* v. *St. Marks Ins. Co.* (1855), 13 N. Y. Super. Ct. 6; and even declared against: *Cockerill* v. *Cincinnati Mut. Ins. Co.* (1847), 16 Ohio 148; *Bell* v. *Western Marine & Fire Ins. Co.* (1866), 5 Rob. (La.) 423, 39 Am. Dec. 542; *Platho* v. *Ins. Co.,* 38 Mo. 248. But it is now well settled that at the common law the contract was not required to be in writing. *Sanborn* v. *Firemen's Ins. Co.* (1860), 16 Gray (Mass.) 448, 77 Am. Dec. 419; *Northwestern Iron Co.* v. *Aetna Ins. Co.* (1868), 23 Wis. 160, 99 Am. Dec. 145; *Walker* v. *Metropolitan Ins. Co.* (1868), 56 Me. 371. "Except where prevented by the operation of the statute of frauds, or some other equivalent prohibition, a policy of insurance may be made or changed by parol." *Westchester Fire Ins. Co.* v. *Earle* (1876), 33 Mich. 143, 153. The early doctrine has been overruled in some of the states which held it. In Ohio, *Amazon Ins. Co.* v.